

1897-017  
Lee Co

Chancery Causes: Susan V. Collier vs. W. H. G. Sloop &c

Wilson, Olinger, Hyatt, Cunningham

CA - Estate Dispute  
T - Property

- Deed



To the Honorable H. S. K. Morrison  
Judge of the Circuit Court for  
Lee County, Virginia:

Humbly complaining  
sheweth unto your honor, your  
oratrix, Susan T. Collier. That  
your oratrix was before and  
during the year 1891, seized and  
possessed of a certain tract  
of land, in fee-simple, contain-  
ing sixty five acres more or less,  
lying in what is known as the  
Gurley Cove, in Lee County,  
Virginia, which she inherited  
as heir at law from her father  
John W. Slump deceased; that  
on or about the 5<sup>th</sup> day of November  
1891, your oratrix sold and con-  
veyed by deed of said date,  
in which her husband John H.  
Collier joined, said tract of  
land to her brother W. A. G.  
Slump, at the price of eighteen  
hundred dollars; that said pur-  
chase price was split-up into  
three payments, payable in  
annual instalments, to wit: two  
\$500<sup>00</sup> payments due in one and  
two years, and one \$800<sup>00</sup> <sup>payment</sup> due in  
three years. for all three of said  
payments, the said W. A. G. Slump  
executed and delivered to your



1 oratrix, his three several bonds,  
2 payable, as aforesaid, in one, two,  
3 and three years from date, and  
4 said date was on the 5<sup>th</sup> day of  
5 November 1891. Said \$800<sup>00</sup> bond  
6 is herewith filed marked "A" and  
7 prayed to be herewith considered,  
8 that your oratrix, ~~and~~ her said  
9 husband, <sup>duly</sup> ~~signed~~ <sup>acknowledged</sup> and delivered  
10 said deed to the said W. A. G.  
11 Slump, conveying said land & heirs,  
12 with covenants of general warranty,  
13 and that your oratrix retained  
14 in the face of deed, a vendor's  
15 lien on said tract of land  
16 to secure the payment of the  
17 entire purchase money.

18 Your Oratrix will now show  
19 your honor that on the 4<sup>th</sup> day  
20 of February 1893, the said W. A. G.  
21 Slump, came and represented  
22 to her that said deed had been  
23 lost and could not be found;  
24 that at said time by an arrange-  
25 ment between them three hundred  
26 dollars of said purchase mon-  
27 ey was settled; that the said  
28 W. A. G. Slump then requested  
29 that another deed be made;  
30 that your oratrix and her husband,  
31 pursuant to the request of the  
32 said Slump made signed, and



delivered another deed, conveying  
said tract of land to Annie B. Slump  
and Minnie L. Slump, two children  
~~and parts~~ <sup>under the age of twenty years</sup>  
of the said W. A. G. Slump. for the  
consideration of \$1500<sup>00</sup>, the  
residue of the purchase price  
\$1800<sup>00</sup>, after setting the said  
\$300<sup>00</sup>, as before stated. That these  
deeds were executed by the said  
W. A. G. Slump and delivered to your  
oratrix for all of the said \$1500<sup>00</sup>,  
except the said \$800<sup>00</sup> bond,  
which remained as under the  
original transaction, but the  
<sup>said \$500<sup>00</sup> bond</sup> ~~enters into~~ and constitutes  
a part of the consideration  
\$1500<sup>00</sup>, in the last named deed,  
that said deed from your oratrix  
and her husband is recorded  
in deed book Book No. 29, pages  
377, in the Clerk's office for the  
Lee County Court, Virginia,  
and reference is made to said  
deed for a more particular descrip-  
tion of said land, and the terms  
of sale under said last arrange-  
ment. A copy of said deed is here  
with filed marked "B" and prayed  
to be considered with this bill.  
Your oratrix will further show  
your honor that by an inspection  
of said copy of said deed,



1 she <sup>expressly</sup> retained in the face of said  
2 deed ~~she expressly retained~~ a vendor's  
3 lien on said tract of land to secure  
4 the unpaid purchase money, and  
5 that said vendor's lien is the only lien  
6 on said tract of land.

7 Your oration will now show  
8 your honor that all of said pur-  
9 chase <sup>money</sup> has been paid, except  
10 the said \$800 <sup>00</sup> bond; that  
11 said bond bears date on the  
12 5<sup>th</sup> day of November 1891, and  
13 is payable by the 1<sup>st</sup> day of Novem-  
14 ber 1893, and shows on its face  
15 that it is for said tract of land, ~~the~~  
16 said \$800 <sup>00</sup> bond and the interest-  
17 thereon is ~~not~~ and has long  
18 been due, and is unpaid,  
19 See Exhibit "A" herewith filed.

20 The object, therefore, of this  
21 bill is to enforce said vendor's  
22 lien on said tract of land,  
23 and to have the same sold  
24 or so much thereof as  
25 may be necessary to pay  
26 said \$800 <sup>00</sup> bond and its interest,  
27 and the costs of this suit.

28 The prayer, therefore, of your  
29 oration, is that the said W. A.  
30 G. Slump, Annie B. Slump and  
31 Minnie L. Slump be made parties  
32 defendants to this bill, and be



required severally to answer the same on oath, as fully and particularly as each of them had been thereto specially interrogated; that said Deudon's lien be enforced on said tract of land, and that said tract of land, or so much thereof be sold as may be necessary to pay said ~~\$1000~~ bond, and the interest thereon, and the costs of this suit; and that a guardian ad litem may be assigned by the Court to the infant defendants Annie Marie B. Sleep and Minnie L. Sleep, in order to defend them in this suit. And that such other and further relief may be granted to your oratrix as is adapted to the nature of her case, and agreeable to equity and good conscience. And may summons issue against the said defendants hereinbefore named. And your oratrix will ever pray etc.,

B. H. Sewell

p. H.



Janet February 1894. C.S.  
Susan V. Waller.

vs E. B. Chey.

W. A. G. Slump et al.

1894 1st Feb'y Rules Bill filed  
Sums executed and decree nisi

1894 2<sup>nd</sup> Feb'y Rules Aus. G. A.

L. filed and business  
of W. A. G. Slump filed  
Cause set for hearing  
by Court off

March Decree contd

" June Decree final

O. B. H. Page 52

373

450

1523

C 5.62

S 1.50

att'y 15.00

Comm 6.75

J.P. 1.00

M.P. 2.00

Co clk 75

Wito 1.50

34.12

Estimate 5.00

\$39.12

Guard ad litem 5.00

44.12



1 Virginia: - In the Circuit Court of Lee County.  
2 At the March Term, 1894.

3 The Answer of Nannie B. Kemp and Minnie  
4 S. Kemp by Wm A. Orr their Guardian ad  
5 litens to a bill in Chancery exhibited in  
6 this Court by Susan S. Gallier against said  
7 wards and W. M. A. Kemp.

8 The answer filed by respondent in this case at  
9 last 2nd July Rules having been excepted to  
10 by the plff and the Court having sustained  
11 said exceptions, your respondent again  
12 answers and says that the Complainants  
13 bill is not sufficient in law. —

14 But if any further  
15 answer is necessary he says that he  
16 is informed by the father of his wards  
17 that a portion of the land mentioned  
18 in complainants bill is in adverse  
19 possession, and that it is very val-  
20 uable; that he knows nothing of the  
21 truth or falsity of Complainants allegations  
22 in his bill - but asks that she be  
23 required to prove by competent testimony  
24 that his wards owe her for  
25 the purchase price of the land  
26 mentioned. Your respondent  
27 having answered he prays to be  
28 hence dismissed with his reason-  
29 able costs

30 Wm A. Orr

31 Guardian ad litens

32 Sworn to in open court before me by Wm A. Orr  
this the 10th day of March 1894

A B Munsey Clerk



Wm A. Orr, Guardian ad litem  
ad J. A. Orr

L. J. Hollis

Filed in open Court March  
The 10th 1894  
A. B. Mansory Clerk

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Feb 15 00

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Virginia: In the Circuit Court  
of Lee County.

At-2nd July Rules, 1894.

The answer of Nannie B. Slump  
and Minnie D. Slump by Wm. A. Orr  
their Guardians ad litem to a bill  
in Chancery exhibited in this  
Court by Susan V. Hallie against  
said wards and W. H. A. Slump.

Respondent, for answer, says  
that he knows nothing about the alle-  
gations in the complainant's bill, except  
what he sees in the bill and exhibits  
filed therewith, and that his wards are  
very young and are not presumed to  
know any thing about the things  
stated therein.

But, your respondent  
is advised that no contract made  
with them or with any person  
whatever not legally authorized to  
act for them can bind them;  
that no legal evidence of the  
money claimed by said bill is  
evidenced by the note filed as  
exhibit "A," it being a note  
signed by W. H. A. Slump and  
not executed by his wards or by  
any one having authority to



tract for them; that the  
and filed with said bill unto  
the legal title in his said wards;  
that they have a right to accept  
and hold it - but your respondent  
and denies the right to charge  
or retain and enforce a  
vendition lien against his wards  
they being incompetent to contract.

If Mr. W. F. Shank executed to  
to the Complainant, she should  
sue him for it.

Further answering, your  
respondent says that he is in-  
formed that a portion of the  
land sold to these wards  
is in dispute and that a part  
of the disputed land is in the  
possession of Harry Wilson; that  
the said wards are in any event  
entitled to an Abatement.

Having fully answered your  
respondent begs to be made dis-  
missed with his costs.

Wm. A. Fry

Guardian ad Litem.

Virginia:

In the Clerk's Office of the  
" " "



Circuit Court of said County:  
I, F. B. Munnery, Clerk of said  
Court do Certify that John A. Egan  
Guardian ad litem this day  
appeared before me in my  
Office, and made oath  
that his foregoing answer is  
true to the best of his know-  
ledge, information and be-  
lief. Given under my hand  
this the 23<sup>rd</sup> day of February,  
1874.  
F. B. Munnery Clerk



The within answer is accepted to,  
in so far as it seeks to release the  
infants from the payment of  
the purchase money by an  
enforcement of the vendor's  
lien. They cannot hold the  
land and refuse payment,  
This March 8<sup>th</sup> 1894.

BT, ~~attorney~~ atty for  
'plaintiff.'

- desired well taken -

Wm. A. Orr, Guardian

of the infants

as J. C. Currier

Edward D. Collins

at St. Louis, Mo. 20<sup>th</sup> 1894

A. B. Munsey

Clerk



Virginia:

in the Circuit Court of Lin County.

At the March Term 1894.

The answer of W. N. G. Slump to a bill in Chancery filed in this honorable Court by Susan T. Callis against this respondent, and, Nannie B. Slump and Minnie S. Slump, infants &c.

Respondent, answering Complainant's bill, for answer says, that he at one time contracted for the land in the bill mentioned, but that the said trade was cancelled and rescinded, and your respondent does not claim any interest in the land mentioned; that the said note filed with the Complainant's bill was given by him as part of the said contract which was entirely cancelled, respondent having fully surrendered all claim to the title to said land; that it is true that it appears from exhibit "B" filed with Complainant's bill that the Complainant, after the said trade was cancelled with your respondent, conveyed said land to respondent's Co-defendants, who are infants as stated in said bill — but with that trade



respondent is advised that he has  
nothing to do. But each respondent  
having been called upon to make  
answer on and as to each allega-  
tion of said bill, your respondent  
says that he is advised that  
the Complainant was, at the time  
she made said deed to said  
infants fully competent to con-  
tract and that she had a  
perfect right to convey said  
land to said Infants if  
she desired to do so. But  
your respondent is further ad-  
vised that the Complainant can-  
not charge them by vendor's  
lien or otherwise for the pur-  
chase price of said land;  
that said infants by reason  
of their infancy could not make  
or ~~do~~ any act that would  
bind them or their property  
thereafter for one cent; that  
the Complainant well knew of  
the infancy of said Co-defendants  
and can not now admir and  
Complain of her own wrong.  
Your respondent further  
says that the Complainant at the



time she conveyed said land  
to said Infants did not have a  
good and indefeasible title to  
all of said land; that One Harney  
Wilson & Turkey Cove, Lu Co., Ia  
claims to about two acres and  
has some of said land in actual pos-  
session, the same being under price;  
that the same so in dispute is worth  
at least \$40<sup>00</sup> per acre; that in  
any event a Commissioner should  
be appointed to report upon the  
state of said title, and the  
value of the land to which there  
is not good title, and a proper  
statement of the purchase price

Having fully answered, respondent  
has to be tender dismissed with his costs,  
and, as in duty bound he will ever pray.

M. G. Ely & attys for  
Lou A. Orr ) Resp't.

Virginia: - In the Circuit Court-Clerks Office  
of Lu County:

I, A. B. Muncey, Clk of said Court do  
truly Certify that W. H. A. Slump this day  
appeared before me in my Office and  
made oath, that the foregoing Answer is  
true. This July 20th 1894  
A. B. Muncey Clerk



The within answer is excepted to in  
so far as it seeks to release  
the infants from the payment  
of the purchase money by an  
enforcement of the vendor's  
lien. They cannot release the  
land and refuse payment,  
This March 8<sup>th</sup> 1894.

B. H. Sewell atty  
for plaintiffs

Ex parte [illegible] [illegible] [illegible] [illegible] [illegible]

This answer is further excepted  
to, because not responsive  
to the bill in the following par-  
ticulars:

1<sup>st</sup> Because respondent neither  
admits nor denies his liability  
on the bond sued on,

2<sup>nd</sup> Because he neither admits  
nor denies the existence of the  
Vendor's lien on the land as  
alleged in the bill,

3<sup>rd</sup> The last two lines on 2<sup>nd</sup> page  
and first six lines on 3<sup>rd</sup> page are  
excepted to because immaterial  
and not matter of defence, and

4<sup>th</sup> Because the answer is  
evasive and argumentative.

March 9<sup>th</sup> 1894.

B. H. Sewell  
att'y for plaintiffs

W. N. G. S. S. S.

as J. S.

Woman's [illegible]

Filed February the 20<sup>th</sup> 1894

A. B. Murray Clerk

Wm. A. [illegible] atty  
for G. S. S.



Susan T. Collier Reff  
vs  
W. H. G. Slump et al Dfts } In Chancery

This Cause came on again this the 8<sup>th</sup> day of March 1897 to be again heard upon the papers formerly read in the Cause and the report of B. H. Sewell, Special Commissioner and deed therewith, filed in the Cause on the 8<sup>th</sup> day of March 1897, and was argued by Counsel. And it appearing to the Court that there are no exceptions to said report and deed, it is adjudged ordered and decreed that report and deed be and they are both hereby approved and confirmed. And it is further ordered that the Clerk of this Court deliver said deed to the said C. Slump and C. E. Flanary purchasers, for recordation, and that they pay the said B. H. Sewell, Special Commissioner five dollars for executing deed, and for which execution may issue. And there being nothing further to be done in this Cause, it is ordered that the same be stricken from the docket.



Susan T. Collier,  
vs { Decedent's

W. H. G. Sempster,

Ex. C. O. B. p. 544

Enter this

W. H. G.

March 8<sup>th</sup> 1897



Susan T. Collier Plff -  
vs.  
W. V. G. Sleep et al Dfts } In Chancery

This cause came on again this the 5<sup>th</sup> day of March 1897 to be again heard upon the papers formerly read in the cause, and the report of B. H. Sewell, Special Commissioner, filed therein on the 16<sup>th</sup> day of February 1897, and was argued by counsel. And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court, and that no exceptions have been filed thereto. It is adjudged ordered and decreed that said report and the collection of the said purchase money and the payment of same to the party therein reported, be and the same is in things hereby confirmed. And it further appearing to the Court from said report that the purchasers Geo. C. Sleep and C. E. Plawny, of said land said to them, are now entitled to a deed to said land, It is further adjudged ordered and decreed that B. H. Sewell, who is hereby appointed a special Commissioner for the purpose make execution and duly return.



overduge a deed, with covenants  
 of special warranty, to the said  
 H. Sleep and C.E. Flannery, for  
 reasons as aforesaid, conveying  
 the said land purchased by them  
 and described in the bill and  
 proceedings in said cause,  
 and report his action and  
 said deed to a future day of  
 this term of the Court, and  
 until which time this cause  
 is continued.

Susan T. Collins,  
 no { Decees confirm  
 ing collection  
 of purchases made  
 H. Sleep and  
 C.E. Flannery  
 W. H. G. Sleep & Co.

C. B. H. 1897

Enter this  
 March 5th 1897.



Susan V. Callier Plff.  
vs  
M. G. Slamp et al Dfts, } In Chancery

This cause came on again this day & be again held upon the papers formerly read in the cause, and the report of B. H. Sewell Special Commissioner filed therein on the 22<sup>nd</sup> day of October 1894, and was argued by counsel. And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court; and that no exceptions have been filed thereto, It is adjudged ordered and decreed that said report and the sale of land therein reported be and the same are each hereby confirmed.

Said Commissioner will proceed to collect the said two deferred payments when said two bonds become due, pay them over to the party entitled thereto, take receipts for said payments, and report his action to some future term of this Court, and this cause is continued.



Susan V. Gallie,  
Deene Co  
vs Farming Co  
& numerous others  
of same.  
W. H. G. Sleeper & Co.

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Entered in  
Chey Order Book  
Page 103

Entered this  
11th Feb.  
November 1st, 1894,



Susan T. Collier Plff.

vs.  
W. N. G. Slump et al Dfnd

{In Chancery.

This cause came on this the 16<sup>th</sup> day of June 1894, to be again heard upon the papers formerly read in the cause, and the depositions of witnesses and exhibits filed therewith, and was argued by Counsel. On consideration whereof, it is adjudged, ordered and decreed that the plaintiff recover of the defendant W. N. G. Slump the sum of eight hundred dollars with legal interest thereon from the 1<sup>st</sup> day of November 1893, until paid, and the costs of this suit. And it appearing to the Court that the same is a lien upon the land in the bill and proceedings mentioned. it is further adjudged, ordered and decreed that unless the said W. N. G. Slump or some for him, pays the same within thirty days from the rising of this Court, then



B. H. Murrell, who is hereby appointed a special Commissioner for the purpose, will proceed and sell the said land in the bills and proceedings mentioned, or so much thereof as may be necessary, to pay said debt interest and the costs of this suit. He will make sale by public outcry to the highest bidder on some court day, at the front door of the Court House for Lee County Virginia, on a credit of one and two years, except for so much as may be necessary to pay the costs of this suit and commissions of sale, which he will require paid in hand, and for the residue take bonds payable to himself as Commissioner, bearing interest from day of sale with approved personal security. But before proceeding to execute this decree, said Commissioner will execute bond before



the Clerk of this Court, in a  
penalty of \$600<sup>00</sup> with approved  
personal security, conditioned  
to duly perform his duties  
hereunder. He will then  
advertise the time, terms  
and place of sale, for at  
least thirty-days prior thereto,  
by posting written notices of  
the same, one of which on  
the front door of the Courthouse  
of said County, and at two  
or more public places in  
said County, one of which  
shall be in the neighborhood  
where the land lies. He  
will report his actions to  
the next term of this Court,  
and the cause is continued.



Susan T. Collier,  
vs { Decree for  
{ sale.  
W. H. G. Slempebal.

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Ent on Chy Ord. Book p  
52

Enter this,

June 16<sup>th</sup> 1894.



Susan T. Hallier vs.

W. H. G. Slump et al. vs. } Duchey

This cause came on this day to be heard upon the bill of the plaintiff and the exhibits filed therewith, the answer of W. H. G. Slump and exceptions thereto, and the answers of Maria B. Slump and Minnie L. Slump infant defendants by Wm. A. Orr their guardian ad litem and exceptions thereto, and was argued by counsel. On consideration whereof, it is adjudged, ordered, and decreed that the exceptions to the answer of W. H. G. Slump be and the same are hereby overruled, and the exception to said infants answer by their guardian ad litem, be and the same is hereby sustained, and said answer suppressed, with leave to said guardian to amend his said answer or file another answer, and another answer, <sup>and demurrer</sup> by said guardian ad litem for said infant defendants was accordingly filed. And thereupon this cause came on to be heard again upon the bill ~~of the bill~~ of the plaintiff and exhibits filed therewith, the answer of W. H. G. Slump, and the said demurrer and answer by said guardian ad litem for said



infants, and was argued by counsel.  
On consideration whereof said  
demurrer is overruled, and the  
plaintiff replied generally to  
each of said answers, and  
the cause is continued.

Susan T. Hallier,

vs  
George H. H. H. H.

W. H. G. H. H. H. H.

Entered - Chy. D. Book

Page 693.

March 1894

Entered this

14<sup>th</sup> Nov

March 15<sup>th</sup> 1894,



The depositions of Susan V. Collier  
John H. Collier taken on this  
12<sup>th</sup> day of May 1894 at the Office  
of W. A. Orr in the Town of Jonesville  
Virginia pursuant to agreement, which  
depositions when taken are intended  
to be read as evidence in behalf of  
the plaintiff in the chancery cause  
of Susan V. Collier Plff against  
W. N. & Slump, <sup>deft</sup> Defs., now pending  
in the Circuit Court of Lee County  
Virginia. Present B. H. Sewell atty  
for Plff & W. A. Orr atty ad litem  
deft W. N. & Slump & Guardian ad litem.

Quest

Susan V. Collier a witness of law  
age being duly sworn deposes & says:-

Quest

~~Inter. Are you the plaintiff~~

The foregoing deposition is objected to  
because the witness Susan V. Collier is  
a party to the original contract and  
because the defendants Wm B Slump  
and Minnie L. Slump are infants and  
can not testify

Wm A. Orr, Guardian ad litem

Ans 1.

Are you the plaintiff in this  
suit?

Yes.



Ques 2 Please state whether or not  
you sold your interest in the  
real estate of your father John  
M. Slump died to W. N. G. Slump

Ans. I did.

Ques 3 Did you make a deed to  
him for the same?

I did.

Ques 4 Please take the paper I showed  
you marked "X", and state  
whether or not it is the deed,  
and if so, file it as part of  
your deposition;

It is the deed & I herewith  
file it as a part of my  
deposition.

Ques 5 The consideration stated in  
said deed is \$1804  $\frac{51}{100}$ , now state  
~~how this~~ into what payments  
this sum was divided,  
and when they were made,  
and whether or not  
notes or bonds were executed  
for said payments,

The \$4  $\frac{51}{100}$  was for an ~~amount~~ inter-  
est in small Coal Bank in  
the Crab Orchard.



The \$1800<sup>00</sup> ~~was~~ divided  
into 3 payments as follows:  
1<sup>st</sup> payment was for \$500<sup>00</sup> due &  
payable Nov 1<sup>st</sup> 1891;  
2<sup>nd</sup> payment was for \$500<sup>00</sup> due &  
payable on Nov 1<sup>st</sup> 1892;  
3<sup>rd</sup> payment was for \$800<sup>00</sup> due  
& payable on Nov. 1<sup>st</sup> 1893.  
W. N. & Slump executed his  
notes to me for these 3  
payments.

The note sued on marked  
"A" for \$800<sup>00</sup> is for the said  
third payment ~~of~~ \$800<sup>00</sup>  
above mentioned. The lien  
retained in said deed was  
to secure the payment of  
these 3 notes.

Ques 6. State whether or not W. N. & Slump  
ever paid you anything on these  
three notes, if yes, how much?

Ans. He paid me \$80<sup>20</sup> on the first  
\$500<sup>00</sup> note. And this is all.

Ques 7. State how it was that W. N. & G.  
Slump delivered the deed marked  
"X" back to you?

He failed to make the payments  
as he had agreed and we tried



arrange for a settlement. Under this arrangement \$300<sup>00</sup> out of the \$1800<sup>00</sup> he was not to pay provided he made me a cash payment of \$400<sup>00</sup> down. This would have left \$1500<sup>00</sup> of principle money. He requested me at this time to make another deed conveying the same land to his two children, Nannie B. Sleep & Minnie L. Sleep. I made another deed conveying the land to said children at his request. My trade was with W. N. & Sleep & not with his <sup>said</sup> children.

I think that exhibit "B" is a correct copy of the deed I executed to the said children of said Sleep.

Dec 8, The consideration in said copy & marked "B" is \$1500<sup>00</sup>, how was this sum divided & and how <sup>when</sup> were the payments to be made.

He was to pay \$400<sup>00</sup> down & to execute notes for the residue. The said \$400<sup>00</sup> was composed



Of the interest which had  
 accrued on the said two  
 five hundred dollar notes  
 above mentioned and a part  
 of the principal which was  
 \$1500<sup>00</sup> the consideration mentioned  
 in exhibit "B". For <sup>a part of</sup> the residue of  
 the \$1500<sup>00</sup> he executed to me  
 one note for \$360<sup>70</sup> marked  
 exhibit "C" in this case & as  
 the said \$800<sup>00</sup> note here sued  
 on was already written we  
 agreed to let it stand for  
 the balance of the said residue  
 of the \$1500<sup>00</sup>.

Ques 9. State whether or not said  
 \$800<sup>00</sup> note here sued <sup>on</sup> constitutes  
 a part of the consideration  
 of \$1500<sup>00</sup> mentioned in said copy  
 marked "B," and for which  
 the lien in said deed "B" was  
 retained to secure?

yes sir.

Ques 10. State whether <sup>or not</sup> the note here  
 sued on for \$800<sup>00</sup> has been  
 paid to you or any part  
 thereof?

Nothing has been paid on  
 it.

Ques 11. State whether or not the said \$400<sup>00</sup> was paid down by you as W.A.G. Slump agreed to do?

Ans- He only paid \$300<sup>00</sup> of it down & \$100<sup>00</sup> a month later.

Ques 12 You state that you made another deed, of which the exhibit "B" is a copy to said children at the request of W.A.G. Slump, now state did the said W.A.G. Slump then give you back the first deed marked "X".

Ans- Yes sir he gave it back to me. He reach it to me & said, "I guess this is yours now & put it up."

Ques 13, If W.A.G. Slump told you why he wanted another deed made to his said children, please state what was it?

Ans- He said he wanted it deeded to the children, <sup>to get it out of his hands</sup> to save it & keep it from being sold to pay security debts. He said nothing at all about it being for their benefit.

Examination



The foregoing deposition is objected to because irrelevant and immaterial - especially as to any statement or transaction had with Wm. H. H. Slump the same being irrelevant and immaterial.

Wm. A. Orr

Guardian ad litem

And further this Deposition said  
not.  
Susan V. Collier

John H. Collier Another witness of lawful age being duly sworn deposes & says:-

Dec 1.

Preliminary examination

Are you the husband of the plaintiff & are you a party to the deed executed to Nannie B. & Minnie L. Slump

I am the husband of the Plaintiff & I joined with her in said deed.

The deposition of the witness is objected to because the husband of the plaintiff and because a party to the original contract and because Nannie B. & Minnie L. Slump were and now are infants

Wm. A. Orr

Guardian ad litem

Ques 1. Please state whether or not the  
\$800<sup>note</sup> here sued on is for a  
part of the \$1500<sup>the</sup> the Consider-  
ation mentioned in <sup>the</sup> deed from  
you and Susan V. Collier to  
Janie B. & Minnie L. Sleep,  
and for which the lien  
in said deed is retained?

Ans. Yes sir it is & the lien  
therein ~~contained~~ <sup>retained</sup> was to  
secure said note.

Ques 2. Please state whether or not  
said \$800<sup>note</sup> here sued on or  
any part thereof has been  
paid to Susan V. Collier,  
or to you for her benefit?

Ans. No Sir, not a dollar of it.  
And further this deponent  
saith not.

John H. Collier  
Virginia Lee Co to wit:

I, D. C. Swell, a notary Public for  
the county aforesaid in the state of  
Virginia, do certify that the foregoing  
depositions of Susan V. Collier &  
John H. Collier were duly taken  
sworn to & subscribed before me  
at the time & place & for the purpose  
mentioned in the caption. Given  
under my hand this 12th day of May  
1894.  
D. C. Swell N. P. for the cert.



Susan V. Collier

vs 3 Depos

N. N. & Sloop shal

Received from Not:  
Pub. before whom  
taken & filed this  
May 12<sup>th</sup> 1894—

J. N. F. Richmond  
D.C.

Fee N. P. 2<sup>00</sup>

The deposition of W. N. G. Slump, taken before me A. B. Munsey a Commissioner in Chy. of Lee Co. Va on the 22<sup>nd</sup> day of May, 1874, at the office of Wm A. Orr in Jonsville, Va, pursuant to agreement, which deposition is to be read as evidence on behalf of the defendants in a certain suit in Chancery now pending in the Circuit Court of Lee County, Va, wherein ~~James H. Koller~~ is plaintiff and W. N. G. Slump et al. are defendants

Present: Wm A. Orr Guardian ad Litem

B. H. Sewell, atty for Plff.

Wm N. G. Slump a witness of lawful age being first duly sworn deposes and says:

Ques - Are you acquainted with the land described in this suit, & if so have you lately seen lines run that effect said land?  
Ans I am. I have. According to said running is with a shortage in the boundary or number of acres of said land.

This question is objected to.  
1<sup>st</sup> Because leading, immaterial & irrelevant, does not show how any shortage arises, if any.  
B. H. Sewell, atty for Plff.

Ans

I think so



That is the best estimate you have  
a wide shortage

This question is objected to  
Because irrelevant & immaterial,  
does not have anything to do  
with the issue in this case.  
A.H. Sewell atty for aff.

Q1115

It might amount to about seven acres  
I can't tell exactly.

What is the quality of the land that  
is probably covered by titles of other  
men as compared with the  
other land.

This question is objected to, because  
leading, irrelevant & immaterial, does  
not show what titles, or whose, or to  
what land is referred to.  
A.H. Sewell atty  
for aff.

Q1116

It is as good as the best, and is over  
an average in value,  
whose titles probably cover portion  
of said land.

This question is objected to.  
Because it is a supposition,  
and does not seek for positive  
answer, question must be  
certain, & answer of witness  
certain from his own knowledge.  
A.H. Sewell atty  
for aff.

Ans A.D. Wilsons in my opinion covers  
a part also J. C. Clingers covers a part  
x - examined

Ques 1. Does the line you saw run  
come inside of the fence  
around the land conveyed by  
the plaintiff in this suit?

(1111) A. It does.

Ques 2. How long has said land  
been fenced by the plaintiff or  
by those under whom she claimed?

(1112) A. I had a part of fence two years ago.

Ques 3. State whether or not the plaintiff  
in this suit, and those under  
whom she claimed, <sup>has</sup> been in  
possession of the land in this  
suit, and have claimed to  
the whole extent of the bound-  
ries under this title papers?

(1113) A. They have been in possession of a part  
of it, and have been for some 30 or 40  
years I dont know the exact time,  
I dont know to what extent she <sup>ever</sup> claimed.

Ques 4. Do you know of your own  
knowledge that there are any  
title papers covering any of the  
land in this suit, outside of the



title papers of your father John  
M. Slump dec'd, and those of his  
heirs?

Ans I believe there is, but I have never  
seen it run. I don't positively know  
But I positively believe it.

Ques 5, Did you ever claim any  
shortage in this land notice  
after the institution of  
this suit?

Ans I did not.

Ques 6, State whether or not you  
are <sup>now</sup> trying to set up a short  
age in said land for the  
purpose of delaying the  
plaintiff in the Collec-  
tion of her purchase  
money?

Ans I am not.

Ques 7, State whether or not you  
are one of the heirs of John  
M. Slump dec'd, and how  
long you have known  
the land in this suit, and  
lived near it-

Ans I am one of his heirs. I have known  
it for about 35 years. and was raised  
near it.

And further this deponent Saith &c.

Re-examined by Defendants.

Is there any explanation of any part of this deposition that you desire to make?

Ans

There is.

Ques

What is it?

Ans

I saw this line run by H. D. Wilson's Patent and it covered a part of this land (and further this deponent saith not).

W. N. G. Slump

The further taking of these depositions are adjourned until Thursday May the 24<sup>th</sup> 1894

A. B. Munsey Comr.  
in Chancery

No witness appearing to say the taking of these depositions is closed  
Given under my hand this the 24<sup>th</sup> day of May 1894

A. B. Munsey Comr.  
In Chancery

Virginia

Lee County to wit;

I A. B. Munsey a Comr in Chancery for the Circuit Court of Lee County Virginia do Certify that the foregoing deposition of W. N. G. Slump was duly taken Subscribed and



Sworn to before me at the time and  
place and for the purposes mentioned  
in the Caption. Given under my  
hand this the 24<sup>th</sup> day of May 1894

A B Munsey Comr  
In Chancery

Susan T Hollie  
vs Depositions

W. N. G. Slomp

Filed May the 24<sup>th</sup>

1894

A B Munsey  
CLK

Comrs fee \$22.50

To Mr N. N. G. Slump, T. Parie B. Slump and Minnie L. Slump

TAKE NOTICE, That I on the 2<sup>d</sup> day of

June, 1894 At the residence of John Riddle  
in Lee County Virginia,

will proceed to take the deposition of H. N. Wilson and others

which, when taken, are intended to be read as evidence on my behalf in a certain suit in Equity,  
now pending in the Circuit Court of Lee County, State of Virginia in which

I am plaintiff and  
N. N. G. Slump et al are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the  
taking thereof will be adjourned from time to time, and from place to place, until completed.

June 16<sup>th</sup> 1894

Very Respectfully,

Susan V. Collier.  
By Counsel



Susan V. Tallies  
vs { notice.

Wm. G. Slumpetee

---

Legal service of  
the within notice  
is accepted, and  
all irregularities  
are hereby waived.

This June 1st 1894

Wm. A. Orr

Guardian ad litem  
for infants & atty  
for W. G. H. Slump.

The deposition of H.D. Wilson  
~~and others~~ taken before me  
John Riddle a Justice of the  
Peace for Lee County Virginia pursuant to  
notice hereto annexed at the residence  
of John Riddle in Lee County Vir-  
ginia, on the 2<sup>d</sup> day of June 1894,  
to be read as evidence in behalf  
of Susan V. Callier in a certain  
suit in equity depending in the  
Circuit Court of Lee County  
Virginia wherein W.H. &  
Slump et al are defendants,  
and Susan V. Callier is  
plaintiff.

H.D. Wilson a ~~witness~~  
lawful age, being duly  
sworn deposes as follows:

Ques 1 Please state whether you  
are acquainted with the land  
conveyed by Susan V. Callier  
and her husband John V. Call-  
ier to Annie B. Slump and Minnie  
L. Slump, or not—

Ans. I am acquainted with land.

Ques 2. State whether or not you  
have any title papers cov-  
ering any of said land and



whether or not you are  
setting up any claim to  
any part of said land.

I have no title papers covering  
any part of the land

I have ~~nothing~~ no claim to the land  
The land in controversy is on the  
other side of the ridge.

And further this deponent  
saith not.  
H. D. Wilson

Virginia County of Lee, Tourist:  
I John Riddle  
a justice of the peace for the  
County of Lee in State of Virginia  
do hereby certify that the fore-  
going deposition of H. D. Wilson  
was duly taken, sworn to  
and subscribed before me  
at the times and place  
set forth for the purpose in the  
caption hereto mentioned.  
Given under my hand this  
the 2<sup>d</sup> Day of June 1894.  
John Riddle J.P.

Witness my hand

W. F. Killgore

att 50 cents

Josiah V. Callier  
vs & Deposition  
M. G. Clumpetal.

Received by mail in  
good condition and filed  
this the 4<sup>th</sup> day of June  
1894 ARB Munsey  
Clerk

~~This deposition is re-  
jected to because  
filed on the first day  
of this (June) 1894 term  
of the Court, and  
because taken on  
the day before the  
Court began (the  
business day before  
the Court began)~~

~~June 6<sup>th</sup> 1894,~~

~~M. G. Clumpetal~~

~~Deposition and return~~

J. P. Koo  
wit. SD



The deposition of John C Olinger  
taken before me A B Munsey a Commr  
in Chancery of Lee County Virginia  
on the 24<sup>th</sup> day of May 1894 at the office  
of the Circuit in Jonesville Virginia  
pursuant to agreement, which deposition  
is to be read as evidence in behalf of  
the plaintiff in certain suit now  
pending in the Circuit Court of Lee  
County Va wherein Susan V Collier  
is plaintiff and W. N. G. Slump et al  
defendants

Present W<sup>m</sup> A Orr Guardian ad litem  
and atty. for defendant and

B H Sewell atty for Plaintiff

J. C. Olinger a witness of law full  
age after being first duly  
sworn, deposes and says:

Quest. State whether or not you are  
acquainted with the land  
conveyed by Susan V. Collier  
& husband to James B. & Minnie  
L. Slump, as shown by exhibit  
B. filed in this case.

Answer I am.

Quest 2. Please state whether or not  
you have any title papers covering  
any part of said land, and whether  
or not you are setting up any claim

Ans I have no title <sup>papers</sup> covering any part of it, nor am I sitting up any claim to any part of it.

Ques 3. Do you know the title papers of H. D. Wilson, if so, state whether or not his title papers cover any part of said land.

Ans I know that his fifty acre patent does not cover any of the land, and this is the land that joins the said <sup>land</sup> that is conveyed in this suit.

(X Examination

Does the 50 acre patent of said Wilson embrace all the land of said Wilson that joins said stump land.

Ans It does not.

Do you know whether or not his other paper or papers will cover any of said land

Ans I do not.

And further this deponent saith not

Witness 146

J. C. Clinger

Virginia

Lee County to wit:

I A. B. Munsey a Commissioner in Chancery for the Circuit Court of Lee County



Virginia do certify that the foregoing  
deposition of J. C. Olinger was duly  
taken subscribed and sworn to before  
me at the time and place and for  
the purposes mentioned in the Cap-  
tion: Given under my hand  
this the 24<sup>th</sup> day of May 1894

A. B. Munsey Comm.  
in Chancery

Susan V. Collier  
of Depositions  
W. P. G. Stamp

filed May 29th

1894

A. B. Munsey  
Clerk

Comm. 75.

Commissioners Office  
Jonesville Va May 7<sup>th</sup> 1894

Susan W. Collier

Plff

VS

W. N. G. Sloup

Def

In Chancery

The depositions of A. G. Hyatt and  
Hezekiah Cunningham. Taken on this  
the 7th day of May 1894 at my office  
in the town of Jonesville Virginia  
pursuant to an agreement between the  
parties, which depositions when taken are  
intended to be read as evidence in be-  
half of the plaintiff in the above styled  
Cause now pending in the Lee County  
Circuit Court. Present B. N. Sewell,  
attly for the plaintiff and W. N. G.  
Sloup in his own proper person and  
W. N. G. Sloup Ad litem for Hezekiah B. Sloup & Murrel & Sloup  
A. G. Hyatt, a witness of lawful age  
first being duly sworn deposes and  
says

Ques 1

Please state your age,  
occupation and place  
of residence.

Am 26 years old. Cashier and  
live at Purnington Gap "Va"

Ques 2. Please state whether or not  
you ever wrote a deed from  
John H. Collier, wife O. N. A.  
G. Sloup, and if so, when it



was, and state what you may know about their Contract.

Objection to because the deed referred to is just shown to the witness, and because irrelevant and immaterial to the issues in this Cause, and because the question is indefinite.

Wm A. Orr Atty.

Ans. 1 I think I did write such a deed. But don't remember the date. Neither do I remember distinctly anything of the contract.

Ques. 3 Please state what tract<sup>or tracts</sup> of land was conveyed by the deed you wrote?

Ans. 3 It was the Susan V. Collier's interest in John W. Shimp's Estate.

Ques. 4 Please take the note for \$800<sup>00</sup> filed as exhibit - A, in this Cause, and state whether or not it<sup>is and</sup> constituted a part of the consideration in the deed you prepared?

Objection to because the note is the highest evidence of what it was executed for, and because irrelevant and immaterial.

Wm A. Orr Atty.

Ans. 4 I recognize the said note as my handwriting, and it appears the same was a part of the consideration.

of the said deed.

Ques 5 State whether or not you wrote this note at the same time you wrote said deed.

Ans 5 As I now remember it. the note & deed were prepared by me at the same time.

Ques 6. State whether or not you did all the writing for said parties at said time in this transaction.

Ans 6 I think I did.

Ques 7. What was the amount of the consideration in said deed?

I do not now remember.

Ques 8. State whether or not said deed and notes were executed and delivered in your presence?

Ans. I think the note was signed in my presence. But do not know whether the deed was or not, I do not remember whether either deed or note was delivered in my presence.

1849  
witness S.D.

Examination.

~~Who was the party or parties of the first part in the deed mentioned~~



And further this deponent saith not  
Alfred C. Gatt

Hezekiah Cunningham another witness of  
lawful age, <sup>after first being duly sworn</sup> deposes and says.

1. Ques state your age, occupation  
and place of residence.

Ans age 35 years Occupation Farmer residence Eu Co  
Va.

Ques 2. Please state whether, or not you  
were ever called upon <sup>at any time</sup> to prepare  
a deed from John H. Collier and  
Susan V. Collier his wife to any  
one, and whether or not you wrote  
a deed for them.

Ans I was requested to write a deed from John  
H. Collier & Susan V. Collier to Minnie and  
Nannie Slomp and I prepared a deed ac-  
cordingly.

Ques 3. Please take the paper filed  
in this cause marked Exhibit  
"B" and state whether or not it  
is a copy of the deed which  
you prepared?

Ans As I now remember I think it is a  
true copy of the deed I prepared.

Ques 4. Who were present when you  
wrote said deed, and where  
were you at?

ans John H Collier, Susan V Collier and  
W. N. G. Slump; at the residence of  
John H Collier.

mes 5 Please state at whose re-  
quest and direction you  
made or wrote ~~and~~ deed to the  
said James B. Slump and Minnie L.  
Slump?

ans I wrote it at the request of W. N. G. Slump  
and by the consent of John H & Susan V  
Collier.

The foregoing question and answer thereto is  
objected to because the deed spoken of by the  
witness is not denied by the defendants in  
this cause, and because the complainant  
does not seek to put it aside, but seeks  
to enforce it.

Wm A. McAlly

mes 6 Please <sup>state</sup> whether or not at the  
time you prepared said deed, the  
said W. N. G. Slump said that a deed  
had therefore been made by the said  
Collier & wife to him for the same  
land?

ans He did say so, and produced the deed  
that had been made to him by John H  
& Susan V Collier for the same land  
to him.

The foregoing question and the answer.



third is objected to because the Complainant can not take advantage of his own wrong, and because the defendants do not complain that said deed is in any way illegal, and in case irrelevant and immaterial.

Wm. T. Opp. Att.

June 7. State what was the consideration in said deed from said Collins wife & Wm. G. Glenn, and whether or not a lien was retained in said deed to secure the payment of the purchase money.

Objected to because irrelevant and immaterial, the consideration of the deed made by Susan V. Collins to Nannie B. and Minnie L. Glenn being the consideration in question in this suit.

Wm. A. Ott. Att.

Ans

My recollection is that the consideration was eighteen hundred dollars, and <sup>that</sup> there was a vendors lien retained in the deed.

June 8. Please take the note for \$800<sup>00</sup> filed in this cause marked exhibit "A", and state whether or not it was a part of the \$1800<sup>00</sup> the consideration

mentioned in said deed to W. H. S.  
Slomp.

Ans

Ques 7. When you all met at the residence  
of John H. Collier to prepare the deed  
you speak of preparing, state whether  
or not the parties stated the  
agreement between them, and  
if so, what it was.

Ans

There was an agreement <sup>between</sup> John H. Collier  
Susan V. Collier and W. H. S.  
The agreement was that another deed was  
to be executed, and at the request of W. H.  
S. This deed was made to the said  
Nannie B. Slomp and Minnie L. Slomp.  
The consideration in this deed was to be  
(\$1500.00) Fifteen Hundred dollars  
some was paid, and a new note <sup>was</sup> executed  
for a certain sum the exact amount of  
which I do not now remember, and  
the eight hundred dollar note was to  
stand as it was originally executed  
and was to be a part of the said fifteen  
hundred dollars, and constitutes the last  
payment on the purchase price of said  
land.

The foregoing question and the answer  
there to is objected to in as far as it  
changes the written agreement, contract,



and stipulations between the parties.

Wm A. Opp, atty.

Ques 10. Please state whether or not the said \$800<sup>00</sup> note referred to, and marked exhibit "A" in this cause is the same note that was 4<sup>th</sup> stand and be a part of the \$1500<sup>00</sup> the consideration in the deed to Hattie B. Slump and Minnie L. Slump, and for which the vendor's lien is retained in said last mentioned deed?

Ans

It is the same note.

Ques 11. If Mr W. H. G. Slump stated on that occasion why he requested and directed the deed for this land to be made to Hattie B. Slump, and Minnie L. Slump, please state what it was.

Objected to because no statement that was made or could have been made by Wm H. G. Slump could prejudice or in any way affect the rights of Hattie B. and Minnie L. Slump, they being infants.

Wm A. Opp, atty.

Ans

My recollection is that he said he was security to debt that he was liable to have

to pay and he wanted <sup>the</sup> deed made to them  
so the land could not be sold for the  
debt.

The foregoing answer is further  
objected to because this is not a suit  
by any one to set aside the deed to  
Nannie B. and Minnie L. Shump, and  
because, if the complainant is  
guilty of being a party to a fraud  
she has not come into a court  
of equity with clean hands &  
can not therefore reasonably expect  
a ~~equity~~ equity in such a court.  
Wm. A. Ott, Atty.

Cross Examination.

- 1 Was you at the time you wrote  
said deed a Justice of the Peace of  
Lin County?

Ans

I was.

- 2 Did you think at the time, from  
what you heard John H. Collier, and  
his wife, Susan V. Collier say, that  
they executed the deed you wrote,  
referred to by you as having been  
written by you in your deposition  
for the purpose of delaying the  
creditors of Wm. R. H. Shump in  
the collection of money due  
them?



This question is objected to because witnesses must state facts, not opinions, and because it assumes that said parties said certain things without anything being proved as said by them, and because irrelevant, and immaterial to the issue in this case.

B. W. Lowell atty  
for P. & H. T.

Ans

I did not hear <sup>John H. Collier & Susan O. Collier</sup> ~~them~~ say anything in regard to delaying the creditors of W. N. G. Sleep from collecting any money due them.

3 Did either of the parties state any thing to you about the transaction on that occasion in the absence of the other two? -

This question is objected to so far as it relates to the admissions of W. N. G. Sleep, and because no admissions of the plaintiffs are proved. It is not necessary for both to be proved to prove admissions.

B. W. Lowell  
att'y for P. & H. T.

Ans

4

If they did I do not remember it. Then did or did not Mr. Wm. N. G. Sleep say that he wanted the ~~the~~

land deeded to Nannie B. and Minnie L. Slump for the reason that he owed security money in the presence of the Complainant.

Ans. — I do not remember any thing being said in the absence of any of the parties. Mr. Slump said afterwards that Jonesville that he had the deed made for the purpose of keeping the land from being sold for security debt.

Did you do all the writing on that occasion that either of the parties required, and if so, what writing did you do besides the deed?

Ans

I wrote the deed the certificate of acknowledgment of the deed, and think I wrote the note <sup>for the amount that I did not remember</sup> but cannot say positive.

If you wrote the note did you write it pursuant to the contract of the parties around — that is pursuant to the agreement between Susan D. Collins and W. R. H. Slump?

Ans

If I wrote the note I wrote as directed by the parties interested.

Did you write the note then filed marked "O" on that occasion, and if so is it a part of the consideration in the deed you wrote?



Ans

I wrote the note, and it is a part of the consideration. This note and the eight hundred dollar note was to constitute the last payment for said land.

The last part of the answer to the foregoing question is objected to because not in answer to the question propounded by the defendants on Cross Examination - and because it refers to many writings which are on file and which are the highest evidence of their contents.

Wm Q. Orr  
Atty for Defts.

Re-examination.

Ques 1.

You say in your examination in chief that some money was paid down, please state how much was paid, or was paid in cash, out of the \$1500<sup>00</sup>,

Ans

I cannot state the amount to be paid down.

Ques 2.

Please state whether or not it took the note "O," for \$360<sup>70/100</sup>; and the note "A" for \$800<sup>00</sup>, to make the balance of the unpaid purchase money, that was left after the cash payment,

to make the full consid-  
eration of \$1500<sup>00</sup>, mentioned  
in the deed to Annie B.  
Stump and Marie L. Stump.

Objected to because examination in  
Chief, because indefinite, and uncertain,  
and because any answer to this  
question is irrelevant and im-  
material, the complainant now being  
shown by this deposition to be a  
party aiding in a fraudulent  
conveyance.

Wm A. Orr, Atty.

Ans

That was my understanding that it took  
both notes ~~to make the~~ balance of the  
consideration of \$1500<sup>00</sup> and the last  
and deferred payments on the land, I  
could have made this statement in my  
examination in Chief if the notes had been  
produced and the explanation had been  
called for.

And further this deponent saith not

Nezekiah Cunningham

By agreement of the parties the further  
taking of these depositions is continued  
until Saturday the 12<sup>th</sup> day of May 1894

AB Munsey Comm in  
Chancery



Susan V Collier  
Depositions  
W. A. G. Slump

Cour 3.75  
wits 1.50 )

To the Honorable W. J. Miller Judge of  
the Circuit Court for Lee County Vir-  
ginia:

By virtue of a Decree of said  
Court, rendered on the 16<sup>th</sup> day  
of June 1894, in the Chancery Cause  
of Susan T. Collier against W.  
J. G. Slump et al, the undersigned was  
<sup>appointed a</sup> special Commissioner for the purpose  
of selling the land or so much  
thereof, in the bill and proceedings  
mentioned, as was necessary to  
pay the debt interest and costs  
therein decreed. Respectfully reports  
that pursuant to the terms of said  
decree, your Commissioner, after  
duly advertising the time, terms  
and place of sale for at least  
thirty days prior thereto by  
posting written notices of the same  
at two or more public places  
in said County, one of which  
was on the front door of the  
Court house of said County, and  
one in the neighborhood where the  
land lies, on Monday the 20<sup>th</sup>  
day of August 1894, at the front  
door of the Court house of said County,  
that being Court day, proceeded  
to sell said land at public  
out-cry to the highest bidder on  
a credit of one and two years



time, except so much as was necessary to pay the costs of suit and commissions of sale.

Your Commissioner at said sale, first offered the land in portions to ascertain if a less quantity than the whole tract would satisfy the terms of said decree, but did not receive any bids therefor. Your Commissioner then offered for sale the whole of said tract of land in the bill and proceedings mentioned, and C. Slump and C. E. Flannery became the purchasers at the price of  $\$909 \frac{15}{100}$  being the highest and best bid, and in full of the debt, interest, costs of suit and commissions of sale, for which said land was sold. Of said sum  $\$70 \frac{67}{100}$  was costs of suit and commissions of sale, which was paid in hand, as required by said decree. For the residue  $\$838 \frac{48}{100}$ , your Commissioner took two bonds payable to himself as Commissioner from said purchasers for  $\$419 \frac{24}{100}$  each, payable in one and two years, respectively, from date, the day of sale, bearing interest from date; -

The cost of suit as taxed by the Clerk was  $\$44 \frac{12}{100}$ , which has been disbursed by your Commissioner as follows: To A. B. Munnery, Clerk  $\$10 \frac{62}{100}$ , to A. B. Munnery, Commissioner in Charge  $\$6 \frac{25}{100}$ , to D. C. Swell, Notary Public  $\$2 \frac{00}{100}$ , to,

S.D. F. Richmond County Clerk, seventy five cents,  
to M.A. Orr. Guardian ad Litem \$5<sup>00</sup>, to H. Cunningham  
bond witness \$1<sup>00</sup>, to L.M. Wade Deputy  
Sheriff \$1<sup>50</sup>/<sub>100</sub>, to John Riddle J.P. \$1<sup>00</sup>,  
to N.G. Milton witness fifty cents, For all  
of the above disbursements your Commissioner  
took receipts & have them in his possession  
Your Commissioner as attorney in said Cause  
retained \$15<sup>00</sup> out of said cost, being the  
legal attorney fee, and also the com-  
missions of sale, amounting to \$26<sup>55</sup>/<sub>100</sub>,  
your Commissioner accepted S.D. Sleep  
as surety on said two bonds, whom  
he considers good.

All of which is respectfully  
submitted. This the 22<sup>nd</sup> day of  
October 1894.

B.H. Swell.

Special Commissioner.



Susan T. Collier

vs Commissioners  
Report of Sale

W. A. G. Sloop et al,

Filed October 22<sup>nd</sup>

1894 A. B. Munroe  
Clerk

To the Honorable W. J. Miller Judge of the  
Circuit Court for Lee County Virginia,

Your undersigned Special Com-  
missioner, in the Chancery Cause  
of Susan T. Collier against W. H. G.  
Sleep et al, begs leave to report that  
pursuant to the terms of a decree ren-  
dered in said Cause, on the 17<sup>th</sup> day  
of November 1894, directing him to  
collect the two deferred payments when  
the two bonds therefor became due, for  
which the said mortgage in said Cause,  
and to pay the same to the party entitled  
thereto and take receipts for same,  
the said two bonds were executed  
to your said Commissioner by C. Sleep  
and C. E. Flanory with S. B. Sleep as surety  
and each was dated on 20<sup>th</sup> day of August  
1894, and each for the sum of  $\$419\frac{24}{100}$   
payable in one and two years from date each  
bearing interest from date.

Your Commissioner further reports  
that he has collected said two purchase  
money bonds, which were paid to him  
by C. E. Flanory at different times,  
and when all was collected, the money  
principal and interest thereon amounted  
in the aggregate to  $\$906\frac{89}{100}$ , and this  
amount your Commissioner paid to  
Mrs Susan T. Collier the party entitled  
thereto, and have her receipts for  
the same. As above stated.



this money which is in full of said  
two bonds was paid by C. E. Flannery  
Your further reports that the said  
C. Slump and C. E. Flannery,  
the purchasers of the land sold  
by your commissioners at said  
sale, and which is fully described  
in the bill and proceedings in  
said cause, are entitled to and  
for said land.

All of which is respectfully  
submitted. This 16<sup>th</sup> day of  
February 1897.

B. H. Sewell,  
Judge Commissioner

Susan T. Collins

to Court's report -

Collection of  
purchaser money -

W. H. Slump & Co.,

Filed February 15, 1897

C. E. Flannery & Co.

To the Honorable W. D. Miller Judge of  
the Circuit Court for Lee County Virginia.

Your undersigned special commis-  
sioner, begs leave to report, that pursu-  
ant to the terms of a decree, rendered  
in the Chancery Cause, of Susan V. Collier  
vs W. H. G. Sluif et al, on the 5<sup>th</sup> day  
of March 1897, pending in said Court, he  
has made executed, and acknowledged  
ged a deed, conveying to C. Sluif  
and C. E. Flanory, the land purchased  
by them in said Cause. Said deed  
is made with special warranty,  
and is herewith filed in this  
report.

Your said Commissioner charges  
the said C. Sluif and C. E. Flanory  
the purchasers of said land, five  
dollars for making said  
deed. This the 8<sup>th</sup> day of March  
1897.

Respectfully  
Submitted,  
B. H. Sewell, Special  
Commissioner



Susan T. Galloway  
vs { Commissioners  
Report of Deed.  
W. H. G. Slump et al.

Filed March the 8<sup>th</sup> 1897  
H. B. Munn, Clerk

5000

The first thing I noticed when I got  
out of the car was the smell of the  
ocean. It was a fresh, clean smell that  
I had never smelled before. I had  
heard that the ocean was beautiful, but  
I didn't know it would be so good.  
The water was a deep blue color, and  
the sand was a light tan color. I  
had heard that the beach was beautiful,  
but I didn't know it would be so good.  
The sun was shining brightly, and the  
sky was a clear blue color. I had  
heard that the weather was beautiful, but  
I didn't know it would be so good.  
The ocean was so beautiful, and the  
sand was so soft. I had heard that the  
beach was beautiful, but I didn't know  
it would be so good.

W. A. V. 1900



W. H. & Co.  
C. H. & Co.

1870

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This Deed made this February 4<sup>th</sup> 1893  
between John H. Ballier & Susan V. Ballier  
his wife of the first part and Annie  
B. Seamp & Minnie L. Seamp parties of  
the second part all of the County of  
Lee and State of Virginia. Witnesseth  
that for and in consideration of the  
sum of Fifteen hundred Dollars  
(\$1500.00) in hand paid and secured  
to be paid the receipt of which is hereby  
acknowledged the said John H. and  
Susan V. Ballier parties of the first  
part do by these presents give grant  
bargain sell release and convey  
unto Annie B. Seamp and Minnie L.  
Seamp parties of the second part all  
of their right title and interest in  
and to a certain boundary of Land  
lying and being in Turkey Cove Lee  
County Virginia and Bounded as follows  
to wit. Beginning at a set stone in  
R. L. & F. S. Seamps line Corner to W. P.  
Seamps lot of Land thence N 48 1/2 E 55 Poles  
& 5 links to a set stone in R. W. Orris  
line thence with his line N 54 1/2 W 54  
poles to an ash now gone near a cherry  
tree N 43 E 18 poles to a stake N 52  
W 14 poles to a sugar tree and Beech  
now down N 30 W 56 poles to a beech  
tree stump where Callahan made  
shingles N 26 W 28 poles to two  
spotted oaks on top of River ledge



1 thence along the top of said ridge as  
it meanders S 66 W 25 poles to a maple  
S 57 W 16 Poles to a large chestnut oak  
S 48 W 34 poles to three chestnuts from  
one stump and a spotted oak corner  
to H. B. Sump's land thence S 43 1/2 E 30  
Poles to a set stone S 42 1/2 E 12 poles  
to set stone S 25 E 20 poles to a dog-  
wood and red bird S 37 E 7 poles and  
15 links to a set stone S 24 1/2 E 43 Poles  
and 3 links to a set stone S 30 1/2 E 55  
poles and 18 links to Black oak S 37 1/2  
E 30 poles and 22 links to the Beginning  
Containing Sixty five acres (65) more  
or less and being the tract of land  
Deed by the other heirs of John W Sump  
Deceased to the said Susan V. Lealier  
as shown by their Deed of November  
2nd 1889 with all its appurtenances  
reserving one half acre including  
the grave yard as a burial place  
for the family of the said John W  
Sump and their descendants and  
the parties of the first part also  
do by these presents hereby convey  
to the parties of the second part  
their undivided One sixth 1/6 interest  
in one acre of land Deed by John  
C. Olinger to John W Sump said acre  
of land is situated in the Grob  
Orchard Lee County Virginia and  
embraces a coal Bank. This

more particular description of the  
course and bearing of said acre  
reference is hereby made to the  
said Deed from Olinger to Seunf. But  
be it expressly understood that  
a Vendor Lien is hereby retained  
upon the sixty five acres (65)  
tract for the unpaid purchase  
money. Witness the following  
signatures and seals the day and  
date first herein written.

J. H. Hallier (Seal)  
Susan Hallier (Seal)

Virginia Lee County to wit:

I Hezekiah Cunningham  
a Justice of the said County and State  
aforesaid do hereby certify that  
John H. Hallier and Susan Hallier  
whose names are signed to the  
foregoing Deed, bearing date of Feb-  
ruary the 4<sup>th</sup> 1893 have acknowledged  
the same before me in my County  
aforesaid to be their act and Deed  
Given under my hand the 4<sup>th</sup> day  
of February 1893.

Hezekiah Cunningham J. P.  
Lee County Va

Virginia Lee County to wit:

In the office of the clerk  
of the said County September 18<sup>th</sup> 1893



this Deed was presented and together  
with the certificate thereto annexed  
was admitted to record.

Test L. V. F. Richmond

A Copy Test: L. V. F. Richmond <sup>Clerk</sup>

John H. Coover, Clerk

Lo 3 Copy Deed

Marie B. Sampson

Record Deed Book  
No 29, Page 377

Dec 75

Three ... ..

\_\_\_\_\_

A. 13

M. L.

1500



My dear Mr. Hallier

I have just received your letter of the 15th inst. and am very glad to hear from you. I am well and hope these few lines will find you the same. I have been very busy lately with my work, but I have managed to find some time to write to you. I am sure you are doing well and hope to hear from you again soon.

I am, dear Mr. Hallier, very truly yours,

J. Hallier  
Sir J. Hallier

Dear Mr. L. Cunningham

I have the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the matter of the 1st of Nov. 1891. I have the honor to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,  
Yours truly,  
L. Cunningham

and dead. Sir  
6th day of November 1891

Hezekiah Cunningham

11/11/91



111

111

111

111

\$366  $\frac{76}{100}$

One day after date I bind myself  
to pay Susan ~~to~~ Cloier or order  
three hundred and sixty three dollars  
and seventy cents for value received of  
her in land which is due to Marie  
B. Slomp and Marie L. Slomp, being the  
remainder of the purchase money upon  
the tract ~~in~~ first described in said deed  
Witness my hand and seal this the  
4<sup>th</sup> day of ~~the~~ January 1893

Wm. A. Slomp (Seal)



0  
Dr N. G. Slomp  
To 3 Note  
23.63  $\frac{70}{100}$

Cr The within in Note One hundred and one  
dollars by lifting one hundred dollar note at Iowa  
valley Bank & one dollar in cash this March 14  
1893

Cr The within note \$245 in Stock & \$39.40 cents  
in cash this Dec 23 1893.

Susan V. Callie

vs. J

Wm. H. H. Slump

Exhibit "D" filed  
with Heskiah  
Lummingham's  
Deposition



Virginia:

In the Circuit Court of Lee County -  
At June Term 1894.  
Nannie B. and Minnie S. Slump, Infants &c et al  
ads J In Chy - Brief of Infants A. A. L.  
Susan V. Collier - To the Hon W. Y. Miller, Judge &c  
Complainants evidence  
proves her a party to an iniquity. In  
her depositions. Courts of Equity do not  
tolerate iniquities, nor encourage fraud  
by taking jurisdiction of any cause when  
it appears that the person who seeks  
equity has come into Court with  
soiled hands.

"He who comes into  
equity must do so with clean hands;  
or, as the maxim has been otherwise  
expressed, "he that hath committed  
iniquity shall not have equity."  
See Bispham's Principles of Equity,  
p 67, p. 42 & references; 76 V= 671; 83 V= 504.

These Infant- defendants have never  
been capable of doing an iniquity and  
are not shown to have been cogni-  
sant of this transaction between  
Complainant and Wm N. A. Slump.

The transaction is solely between  
Susan V. Collier, the Complainant



and W. H. A. Slump - and the  
object to cheat the creditors of  
said Slump. The complainant  
can't take advantage of his own  
wrong & come into a poor  
Court - and enforce a vendors  
equitable lien. She must  
look to her Co-partner in  
iniquity for her money -

Nor, will a Court of equity  
interfere & compel the deed  
executed to these Infants &  
set up the one first made to  
said Slump for the same  
reasons. See the same Author-  
ities.

Wm A. Orr,

Guardian ad litem.

The case, in any event, should be referred  
to a Commissioner to ascertain the  
shortage in the land - & the  
guardian ad litem suggests that  
he has been informed at this  
Court - that part of the land is  
vacant - & not covered by any  
patent from the Comptroller.

Wm A. Orr, Jr. J. C.



Nannie B. Slump et al  
By Guardian ad litem  
vs } Brief

Susan V. Collins

Wm A. Orr }  
Guardian ad litem

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. N. G. Slemp, Marie B. Slemp  
and Minnie L. Slemp*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *First* Monday in *February*, 1894, to answer a bill in Chancery, exhibited against *them* in our said court by *Susan Thollier*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *22<sup>nd</sup>* day of *January*, 1894, and in the 11 *8<sup>th</sup>* year of the Commonwealth.

*A. B. Munsey* Clerk.



*R. 11*  
Susan V. Collier

US. { SUBPENA  
IN CHANCERY.

W. N. S. Slemphal

B. H. Sewell p. q.

To 1st February Rules, 1894

Circuit Court.

Executed Feb'y the  
3-1894 by Delivering  
a true office copy  
to W. N. S. Slemphal  
Marice B. Slemphal  
& Minnie L.  
Slemphal at 4 O'clock  
P. M. This Feb'y  
the 3-1894 L. M.  
Made D. S. for  
C. E. Flannery  
195 S. L. C.  
287